

# **AGREEMENT**

**Between**

**The Departments of  
Agriculture, Economic Development, Health & Senior Services,  
Labor & Industrial Relations, Mental Health, Natural Resources,  
Public Safety, Revenue and Office of Administration**

**State of Missouri**

**and**

**The American Federation of State, County and Municipal  
Employees (AFSCME)  
Council 72**

***Craft and Maintenance Bargaining Unit***

**February 10, 2004 through June 30, 2006**

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## **PREAMBLE**

This Agreement is entered into by the State of Missouri (Departments of Agriculture, Economic Development, Health & Senior Services, Labor & Industrial Relations, Mental Health, Natural Resources, Public Safety, Revenue and the Office of Administration), hereinafter known as “Employer”, and AFSCME Council 72, hereinafter known as “Union”, on behalf of the eligible employees in the Craft and Maintenance bargaining unit, as described in Appendix A. It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between Employer and Union. Therefore, the parties agree by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

## **Article 1**

### **RECOGNITION**

#### **Section 1. Exclusive Bargaining Representative**

The Employer recognizes the American Federation of State, County and Municipal Employees (AFSCME) Council 72 on behalf of its affiliated locals, as the sole and exclusive bargaining representative in the unit described in Appendix A for the purpose of resolution of issues concerning salaries, wages, benefits, and other terms and conditions of employment. The Employer will not meet and confer or bargain with any other Union or employee association with reference to changes or improvements in terms and conditions of employment of employees in this bargaining unit.

#### **Section 2. Scope of Unit**

The scope of this unit is described to include all eligible employees of the Employer who are employed in the classifications listed in Appendix A, but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, and provisional, or who are otherwise excluded by law, or who occupy classifications not listed in Appendix A. The inclusion of initial probationary employees in this unit is not intended to grant such employees with the same status or rights as those possessed by regular full-time employees.

#### **Section 3. Bargaining Unit Work**

It is the policy of the Employer to make every reasonable effort to use its employees to perform work they are qualified to do. To that end, the Employer will avoid, insofar as is practicable, assigning bargaining unit work to or filling bargaining unit vacancies with non-bargaining unit employees. Inmates, volunteers, and hourly and intermittent employees will not be used to displace bargaining unit members.

## **Article 2**

### **UNION RIGHTS**

#### **Section 1. Union Activity and Work Place Access**

- a) Activities permitted without loss of pay under this section include the investigation, processing, and presentation of bargaining unit employees' grievances, representing said employees in meetings with management, and making presentations during new employee orientation. Time off for activities outlined in this section will not be unreasonably denied. Work devoted to Union responsibilities will not cause the day to be extended or overtime to be earned. All of the activities referenced in this section are permitted, provided that these activities do not interfere with the necessary operations of state facilities and the work of those involved.
- b) On-duty Union stewards or officers will be allowed time off with pay during working hours in designated non-work areas, to work on Union activities. Each steward must notify his/her supervisor and obtain approval upon leaving his/her work area or assignment, with as much advance notice as is practical according to the circumstances, and must notify the supervisor upon return to the work area or assignment. Approval will not be unreasonably denied.
- c) On-duty Union stewards or officers from other work locations arriving at a work location to represent an employee will obtain approval from the work location head or designee of their work area and from the work location head or designee of the work area to which they are going. Such approval will not be unreasonably denied. Off-duty Union stewards or officers must follow these procedures, also obtaining approval at the facility or site level as appropriate. Such approval will not be unreasonably denied.
- d) At an employee's request, other employees who are on duty may serve as witness on behalf of the employee if no designated steward or alternate is available for steward activities, provided that they meet the requirements in the subsections above.
- e) Non-employee Union representatives can perform the activities referenced in this section, but must obtain approval from the facility or work site head or designee when entering the facility or work site, as feasible and appropriate. Access will not be unreasonably denied.
- f) Off-duty Union officers or stewards, Union representatives, and other off-duty employees will be permitted to distribute AFSCME literature during non-work times in non-work areas designated by the facility or work site head or designee. Such literature will not include political campaign literature.
- g) Employees, when conferring with the Union and its representatives (employees or non-employees) about work-related problems, have the right to privacy, free of mechanical monitoring or other forms of monitoring.

- h) The Employer reserves the right to remove or prohibit distribution or display of material on facility or work site property that is disruptive of necessary operations. If the material is removed, the Union may request a meeting with the head of the facility or work site, or his/her designee, within 24 hours.

## **Section 2. Time Off for Union Activities**

- a) Consistent with staffing needs of the Employer, the Employer agrees to allow stewards or local Union officers the use of compensatory time, annual leave, and/or leave without pay for local Union meetings, Union conferences, Union training sessions and State or International conventions. Employees absent from work pursuant to this Article shall continue to accrue seniority.
- b) Consistent with staffing needs of the Employer, the Employer will grant leaves of absence without pay for the purpose of engaging in Union activities under the leave of absence rules of the Personnel Advisory Board. This leave may be for periods of up to 1 year. Requests for extensions of these leaves of absences will be considered on a case-by-case basis. These requests for absences, when possible, must be submitted 30 days prior to the requested absence.
- c) Employees will retain and continue to accumulate seniority while on approved leave of absence to engage in Union activities.

## **Section 3. Bulletin Boards**

Each facility or work site will provide at least one designated location for posting Union material. Existing AFSCME bulletin boards will be maintained. The Employer agrees to install additional secure or non-secure bulletin boards, provided by the Union, at mutually agreed-upon locations. Bulletin boards will be placed inside the work or break area so that all employees of the bargaining unit have regular access to them, and the Employer will place them for easy and unobstructed viewing. The Union will furnish the Employer in advance with a copy of all literature to be placed on the board by the Union. Such literature will not include political campaign literature. The Employer will review the material and indicate whether the Employer believes the distribution or display of the material on state property will unduly disrupt operations. If the Employer finds the material to be unduly disruptive, the Employer will remove the material. The Union will ensure that the Employer has a working key to the bulletin board at all times.

If the material found to be unduly disruptive has not yet been posted or distributed, or if the material is removed from the bulletin board, the Union may contact the relevant Department or Division Director to review the determination. Such contact will occur within 24 hours of the determination or the removal of the material and a timely response will be provided.

## **Section 4. Information Provided to Union**

- a) Once each quarter, the Office of Administration will provide the Union with a current list of active bargaining unit employees. This list will include the employee's name, agency or department, work location, job classification, home address, and straight

time base pay rate. The list will also include a unique employee ID number other than the Social Security number for the purpose of tracking changes from one reporting period to the next.

- b) The Union will upon request receive such information on CD-ROM, where available, from the Office of Administration.
- c) The Employer will notify the Union no less than 15 days in advance when a bargaining unit position (vacant or otherwise) is eliminated and upon request discuss with the Union such action. In circumstances where 15 days notice is not possible, the Employer will notify the Union as soon as possible under the circumstances.
- d) The list in subsection (a) above will not be deemed to be a waiver of the Union's right to other information needed for the purpose of its bargaining and representation functions. Upon request, the Employer will provide such information to the Union. If the Employer has concerns about the cost or time involved in meeting such request, the Employer will meet with the Union to discuss these problems, and to develop arrangements which serve the needs of both parties.

#### **Section 5. Union Meetings**

The Employer agrees to allow use of available conference and meeting rooms by the Union for the administration of the terms of this agreement. Use of these rooms must be requested in advance and approval received from the facility or work site head or designee. Such meetings will not disrupt the operation of the facility or work site.

#### **Section 6. Union Orientation**

The Employer shall notify the Union at least seven (7) days in advance of orientation/training classes for new employees in the bargaining unit. The Union shall be allowed thirty (30) minutes to make a presentation to such employees. The presentation shall be scheduled at a mutually acceptable time by Union and management staff and included in the training schedule. An employee designated by the Union shall be permitted time off without loss of pay for the purpose of making such presentations. Attendance by new employees shall be mandatory and without loss of pay of the employees involved. The information covered at such meetings will not include political campaign material.

#### **Section 7. Notice to New Employees**

When an employee is newly employed, the Employer agrees to provide such employee, in addition to any other material which the Employer provides new employees, a written notice provided by the Union stating that the Union is recognized by the Employer as the exclusive bargaining representative of classifications listed in Appendix A, and that there is currently an agreement in effect between the Employer and the Union concerning terms, conditions and privileges of employment.

**Section 8. Successor Agreement**

For the purpose of negotiating a successor agreement, the Union and the Employer agree to meet prior to the first negotiation session to establish ground rules. The bargaining team for successor negotiations will be of equal size and composition as the initial bargaining team (unless circumstances have significantly altered the breakdown of the bargaining unit across state departments or agencies), and will be allowed time off with pay to attend sessions.

**Section 9. Union Stewards and Officers**

The Union agrees to provide the Employer with the names of its stewards and officers and their respective jurisdictions.



### **Article 3**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct its employees and its various divisions, agencies, and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified by the terms of this Agreement.

#### **Section 2.**

These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served;
- The right to plan, direct, control, and determine the operation, and/or services to be carried out by its employees;
- The right to determine the methods, means, and number of staff needed to carry out its mission;
- The right to direct the workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
- The right to suspend, demote and dismiss for just cause;
- The right to furlough and layoff employees;
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, and regulations;
- The right to introduce new methods of operation, equipment, or facilities;
- The right to contract for goods and services;
- And the right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency.

Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Agreement.

**Article 4**  
**NO STRIKES OR WORK INTERRUPTIONS**

The Union shall neither cause nor condone, nor shall any member of the bargaining unit participate in, any strike, work interruption, or any type of work curtailment or slowdown in any office or facility. The Union will instruct all its stewards of their obligations under this Article and all bargaining unit members as to the meaning of it.

The Employer recognizes that employee lockouts are contrary to good management and consequently agrees that no lockout of employees shall be instituted

**Article 5**  
**CHECKOFF/UNION SECURITY**

**Section 1. Deductions**

The Employer agrees to deduct union membership dues in the amount designated by the Union from the pay of those employees who individually request such deduction. Deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

**Section 2. Availability of Cards**

The Employer shall make available Union membership/authorization cards to employees. Such cards shall be supplied by the Union and will provide authorization for subsequent adjustments in the dues rate.

**Section 3. Information to Union**

The aggregate deduction of all employees, and a list of the names, job classification, home and work addresses, home and work phone numbers and social security numbers (or other unique identifier or tracking number) of all employees in the bargaining unit and their individual deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic form. The Union shall advise the Employer of any increase in deductions in writing at least fifteen (15) days prior to its effective date.

**Section 4. Union Security**

**A. Union Representation Fee**

A standard form prescribed by the Office of Administration shall be executed prior to the commencement of State employment by new bargaining unit employees authorizing the checkoff of service fees described herein. The checkoff form shall authorize and instruct the Commissioner of Administration to deduct the service fee from each new bargaining unit employee's compensation. The form will be signed prior to the bargaining unit employee's start date.

Those employees employed by the State prior to the ratification date of this Agreement wishing to voluntarily contribute service fees may authorize such payments by submitting a signed authorization form. Payments from such employees shall not be required as a condition of employment nor will employees be compelled to pay the service fee.

Current union members who decide to discontinue their union membership during the window period following ratification will not be required to pay the service fee. Thereafter, new and existing union members who discontinue their union membership during subsequent window periods will be required to pay the service fee and sign a check off form authorizing and instructing the Commissioner of Administration to deduct the service fee from the employee's compensation. The union membership card will describe the service fee obligation and serve as the check off form for their voluntary deduction authorization.

The service fee deduction will be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

It is agreed and understood that the service fees authorized herein are less encompassing than union dues, which include costs of non-core activities. The service fee amount shall annually be certified by the Union to the Commissioner of Administration.

The Union shall establish and operate a procedure to protect the rights of nonmembers who are required to make service fee payments to such organization, which shall include:

1. an annual notice to such nonmembers of the service fee amount they are required to pay, including an audited union financial statement and a disclosure by the Union of the manner it has arrived at the service fee amount;
2. a procedure allowing nonmembers to challenge the union's calculation before an impartial decision maker; and
3. an escrow fund into which all amounts in dispute shall be placed pending the decision of the impartial decision maker.

In the event this provision is challenged, all monies collected pursuant to this Section must be held in escrow until it is determined to be lawful by a court of general jurisdiction.

#### **B. Other Legal and Required Deductions**

Before there is any payroll deduction for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of the prorated monthly Union dues. When an employee is in a non-pay status for an entire month, no deduction will be made to cover that pay period from future earnings. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction will be made. The parties recognize that legal and other withholdings and deductions such as Social Security and federal and state income taxes will have priority over Union dues.

#### **C. Refund of Overpayment**

If the Employer over-withholds an amount from an employee's wages and salaries and remits the same to the Union, the Union agrees to refund such overpayment to the employee upon notification from the Employer, within fourteen (14) calendar days of notification.

#### **D. Indemnification**

The Union agrees to hold harmless and indemnify the State and/or Employer for any and all expenses, including but not limited to legal fees it incurs in defending any action challenging the legality of this provision or operation of this provision and to pay in full any and all judgments against the State and/or Employer. The Union agrees to hold the

State and/or Employer free from any and all liability of any kind in connection with or resulting directly from dues or service fee collection except for ordinary diligence and care in transmittal of the monies to the Union. The provisions of this section are severable only if a court of competent jurisdiction determines that one provision is not enforceable, then the other provisions shall remain enforceable.

#### **E. Maintenance of Membership**

Any employee who has previously submitted a written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization only during the month of March each year. This revocation of dues deduction shall be initiated by the employee filing a written statement, withdrawing the authorization, to Missouri Council 72, 3412 Knipp Drive, Suite 102, Jefferson City, Missouri 65109. This authorization must be post-marked at any time prior to March 31. If there is a termination of employment, the deductions will stop the effective month of the termination.

**Article 6**  
**NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination**

- a) It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all eligible employees according to federal laws and state laws, without regard to age, race, sex, religion, color, national origin, political affiliation, disability, Union membership status or lack thereof, or the exercise of any rights set forth in RSMo 105.510.
- b) In addition, the Employer and the Union respect and value the diversity of the workforce and agree that discrimination based on sexual orientation should not be tolerated.
- c) All references in this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Section 2. Affirmative Action Committees**

The Union may appoint a representative on all affirmative action committees.

## **Article 7**

### **GRIEVANCE AND ARBITRATION**

#### **Section 1. Definitions**

A grievance is defined as any dispute or difference between the Employer and the Union or any employee with respect to the meaning, interpretation or application of this Agreement. Claims that can be brought before the EEOC or the Missouri Commission on Human Rights are not covered by this Agreement, and will follow the normal filing procedures allowed by law. Initiation of a grievance or appeal under any other procedure or in any other forum waives all rights to proceed under the grievance and arbitration procedures contained in this Article except where specified in Section 10 of this Article.

#### **Section 2. Procedures**

- a) The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances and to further the purpose of this Agreement, to promote harmonious employee relations. Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to file grievances and the responsible use of this procedure.
- b) The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances should be settled at the earliest possible step. The parties agree that persons responsible for resolving grievances will meet and undertake meaningful dialogue and information gathering and will make a good faith effort to resolve the grievance whenever possible.
- c) The Union will be the exclusive representative of the interests of employees covered by this Agreement in the processing of and redress of grievances under the grievance and arbitration procedures in this Article, except that nothing in this Agreement will limit or restrict employees' rights to represent themselves outside of this Agreement. Employees of this bargaining unit may not file claims with respect to the meaning, interpretation or application of this Agreement under any other procedure except as specifically described in Sections 1 and 10 of this Article.
- d) The parties agree that a dismissal, demotion or suspension of greater than five days of an original probationary employee will not be subject to the grievance and arbitration procedures contained in this Article. Nothing in this Article will expand the rights currently offered to original probationary employees.
- e) Grievances filed based on actions taken prior to the effective date of this Agreement will be concluded in accordance with the grievance procedure in effect at the time of the action being grieved.

## **Grievances**

Employees should attempt to resolve disputes with the Employer prior to initiating a grievance under this procedure.

### **Preliminary Step – Immediate Supervisor**

The employee having a dispute, accompanied by Union representation at the employee's request, will first attempt to resolve it by meeting with his/her immediate supervisor, at the time of the act or omission giving rise to the dispute, or as soon as possible thereafter, but no later than fourteen (14) calendar days from the date the employee became aware, or by reasonable diligence should have been aware of the act or omission. The employee will reduce his/her dispute to writing, on a form mutually agreed upon by the Employer and the Union. The supervisor will render a response to the dispute within five (5) calendar days after the meeting. Decisions at this step will not be used as precedent for any subsequent case. If the Employer has a mediation program available, it will be incorporated into the grievance process as agreed to by the parties.

### **Step 1**

If the dispute is unresolved the employee and the Union may present the grievance in writing, on a form mutually agreed upon by the Employer and the Union, to the appropriate administrator, as described in Appendix B.

This written presentation of the grievance should occur within ten (10) calendar days of a decision at the preliminary step, or if there is no decision at the preliminary step, within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of the date when the employee became aware of, or by reasonable diligence should have been aware of, the act or omission. The written grievance form will stipulate the relevant article of the agreement and the specific remedy being sought. The form must be signed by the employee, or the Union representative in the case of a Union grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps. The administrator or his/her designee will meet with the Union representative and the grievant within ten (10) calendar days, and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative and employee.

### **Step 2**

In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing on the grievance form to the appropriate manager as described in Appendix B or his/her designee as appropriate, within fourteen (14) calendar days from receipt of the Step 1 decision. The written appeal must include reasons why the Step 1 decision is being appealed. The facility/worksite head or designee will meet with the Union and the grievant within ten (10) calendar days, and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon



which the decision is based. The response will be sent to the appropriate Union representative.

### **Step 3**

In the event that the grievance is not resolved at Step 2, an appeal may be taken by the Union in writing on the grievance form to the appropriate Division or Department director (or designee) as described in Appendix B. The appeal must be taken within fourteen (14) calendar days of receipt of the Step 2 decision, and must include reasons why the Step 2 decision is being appealed. The Division/Department Director or designee will meet with the Union and the grievant within fifteen (15) calendar days and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative.

### **Pre-arbitration Meeting**

No later than 30 calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Employer and the Union (Local Union, AFSCME Council 72, &/or AFSCME International) will meet to discuss the grievance and determine if settlement is possible.

### **Arbitration**

In the event that the grievance is not resolved at Step 3, the Union may pursue arbitration by providing the Employer within thirty (30) calendar days of receipt of the Step 3 decision, a completed request for a panel of arbitrators on the form provided by the Federal Mediation and Conciliation Service (FMCS).

The parties and the selected arbitrator will determine the schedule for the hearing of the arbitration case.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the Arbitrator.

The Employer and/or the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the cost of their own witnesses and other preparation.

The Arbitrator will decide questions of arbitrability. If a question of arbitrability is raised, the Arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The express provisions of this agreement will be the sole source of any right the Union may assert in arbitration. The arbitrator will have no authority to find that the Employer is bound to do or refrain from doing any thing or act unless it is clear from the express provisions of this agreement that this result was intended by the parties. Further the arbitrator will not issue any decision which exceeds his/her authority under Executive Order 01-09 unless such authority is expanded pursuant to statutory changes implemented subsequent to the execution of this agreement. Likewise, if the authority of an arbitrator is diminished pursuant to court action or statutory changes, those decisions or statutory changes will prevail. The arbitrator will recognize the statutory and regulatory requirements of the Employer.

### **Arbitration Costs**

In cases where there is a clear and unequivocal decision on all the issues, the losing party will pay the fees and expenses of the arbitrator. In cases of split decisions the fees and expenses of the arbitrator will be shared equally by the parties. If either party requests a verbatim record of the proceedings, the requesting party shall pay for the copy. If the other party requests a copy of any transcript, said party will pay the cost of its copy.

If either party cancels a hearing date, the cost, if any, for the cancellation of a hearing date shall be paid by the party seeking cancellation.

### **Arbitration Selection**

The parties will share in the decision-making process with regard to Arbitrator selection. The parties may mutually agree on any qualified Arbitrator. If the parties cannot agree, selections will be made from Arbitrator names provided by the Federal Mediation and Conciliation Service. Strikes of Arbitrator names will be made from the list provided. The party with the first strike will be determined by a coin toss.

### **Arbitration Decisions**

The decision and award of the Arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved, unless judicial review is sought. However, where resolution of an issue may not be final and binding under the Missouri Constitution and Laws, the arbitrator may provide a written recommended resolution. No arbitration award will request or order the additional appropriation of funds. The arbitrator's award will be limited to an interpretation of the terms of the agreement.

The Arbitrator's decision shall be rendered in writing no later than 30 calendar days after the closing of the record of the hearing, or receipt of post-hearing briefs. The parties reserve the right and encourage the use of an expedited arbitration process, to be developed by the parties at a later date.

### **Section 3. Time Limits**

- a) Failure of the employee or Union to comply with the time limits under this article renders the grievance void and terminated.
- b) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.
- c) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at the particular step, and may be extended for a period of time equal to any time the respondent at each step is on approved leave and/or holiday. Such extensions will be in writing.
- d) The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an answer/response/decision will constitute a timely response if postmarked within the answer period.

### **Section 4. Time Off**

The grievant and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangement shall not be unreasonably denied. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

### **Section 5. Meeting Space and Equipment Use**

Upon request, the Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.

### **Section 6. Travel or Expenses**

The Employer shall not be responsible for any travel or expenses incurred by Union representatives in the processing of grievances.

### **Section 7. Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step. All grievances filed at advanced step must be initiated within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of the date when the employee became aware of, or by reasonable diligence should have been aware of, the act or omission. The appropriate step will be determined by mutual agreement of the parties.

### **Section 8. Group Grievances**

Group grievances are defined as, and limited to, those grievances filed by more than one employee and which pertain to same circumstances and facts for the grievants involved. This determination may be made by mutual agreement of the Employer and the Union. The appropriate step for initiating group grievances will be determined by mutual agreement.

### **Section 9. Pertinent Witnesses and Information**

Except as otherwise provided in this Article, the Employer or the Union may request access to witnesses and specific non-privileged documents that are reasonably available and pertinent to the grievance under consideration. Such requests shall not be unreasonably denied, and when granted shall be in accordance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

### **Section 10. Suspensions, Demotions, and Dismissals**

Grievances concerning suspensions, demotions, or dismissals will be initiated by the Union at step 3 of the procedure set forth above, by filing directly with the Division/Department Director, or designee, within thirty (30) calendar days from the effective date of the discipline. The same time limits and requirements for processing a grievance apply.

The Employer and Union agree that where an employee covered by this agreement, excluding employees of the Missouri State Highway Patrol, has the right to process a grievance-appeal through either the procedure provided herein, or through the Personnel Advisory Board, if such employee files an appeal with the Personnel Advisory Board:

- a) the agreement grievance filed under this Article will immediately cease.
- b) if no agreement grievance has been filed prior to the filing of the Personnel Advisory Board appeal, the employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this agreement.

If the appeal to the Personnel Advisory Board is withdrawn by the employee, or not accepted by the Personnel Advisory Board, the processing of a timely grievance will be permitted. Nothing in this Article, or elsewhere in this Agreement will be deemed to require any employee to pursue the remedies herein provided.

Employees of the Missouri State Highway Patrol will have the option to file appeals over any discipline case pursuant to MSHP General Order 26-01 under the same circumstances described above.

## **Article 8**

### **DISCIPLINE**

#### **Section 1. Corrective Action**

The Employer and the Union agree that the purpose of corrective action is to identify performance or behavior that requires attention, and to provide employees with information and opportunities to successfully meet expectations. It is agreed that such actions are neither punitive nor disciplinary in nature, but should occur prior to discipline being imposed. Corrective action may include verbal or written counseling.

#### **Section 2. Just Cause**

Disciplinary action may be imposed upon a regular employee for just cause. The Employer shall make its decision regarding discipline as quickly as possible considering all circumstances. The Employer agrees to the concept of progressive discipline. Notwithstanding this general endorsement however, the Employer reserves the right to impose an appropriate level of discipline for which there is just cause. Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices and written reprimands.

#### **Section 3. Disciplinary Process**

- a) If an employee is questioned about a matter that he/she reasonably believes may lead to discipline, the employee shall be entitled to advice, assistance or representation by the Union. In these situations, an employee may make this request at any time and will be granted such representation before any further discussion takes place. An employee, steward, or local Union officer shall not provide such advice, assistance or representation if he/she is also under investigation in that same matter.
- b) A regular employee will be given written notice prior to the effective date of a suspension, involuntary demotion or dismissal. Such notices will indicate the reasons for such action and provide a sufficient amount of time for the employee to show reasons why the action should not be taken. The employee may choose to respond either in writing or to request a meeting with the appointing authority or designee. An employee may have a Union steward or representative to advise, assist, or represent the employee during any such meeting. An employee shall not be denied the request for the meeting.
- c) The Employer shall attempt to hold these meetings during the employee's work time. If arrangements for such cannot be reasonably made, the Employer will attempt to schedule the meeting immediately before or after the employee's shift. Such time will be considered work time.
- d) The arrangements for assistance or representation shall not delay the proceedings.

- e) The Employer may place an employee on administrative leave with pay pending a decision on whether or not discipline shall be imposed.
- f) When a suspension, involuntary demotion or dismissal is proposed, a regular employee will be notified of the charge, and before the action is effective, the employee will be given the disciplinary letter and upon request and as permitted by law, documentation regarding the action to be taken. The letter shall set forth in substance the reasons for the action and the employee's appeal rights. The documentation of a suspension, involuntary demotion or dismissal may include names of witnesses and copies of pertinent documents, and will be provided at no cost to the employee within the next three (3) regular business days of such request. However, once an appeal of a disciplinary action is filed under the Grievance and Arbitration article of this agreement, all pertinent witnesses and information will be provided in accordance with that article. The employee is authorized to share such information with his/her representative.
- g) No employee covered by this agreement will be required to take a polygraph examination or computer voice stress analysis (CVSA) as a condition of retaining employment, nor shall he or she be subject to discipline for refusal to take such examination except in the following circumstances:
  - 1) Cases of alleged abuse or neglect of clients or residents under state care. In this circumstance such tests will be administered in accordance with Section 4 of this article.
  - 2) The employee works for a law enforcement agency. In this circumstance, approval of the agency's Director must be obtained prior to administering such test. A finding of deception cannot be used as the sole reason for taking disciplinary action.

Nothing in this section shall be used to impact the criminal investigation process.

- h) Grievances of disciplinary actions are covered by the procedures outlined in the Grievance and Arbitration article.
- i) If the Employer has reason to correct, counsel, or discipline an employee, it shall be done as privately as possible.
- j) The Employer agrees to inform the employee who is the subject of an investigation of the outcome, in writing, within 7 calendar days upon completion of any investigation.

#### **Section 4. Client/Resident Abuse and Neglect Investigations**

The Union and the Employer agree that both the Employer and the employees have an obligation to protect the vulnerable clients and residents in their care.

The Union and the Employer further agree that false accusations are of mutual concern and both parties agree that they will not be tolerated. An employee who makes a false accusation that is shown to be based in personal conflict and not the welfare or interest of the clients and residents will be subject to discipline up to and including dismissal.

To these ends, the Union and the Employer agree that every effort should be made to fully investigate allegations of client/resident abuse or neglect.

- a) Any employee covered by this Agreement who is under investigation for client/resident abuse or neglect will be subject to the disciplinary process described in Section 3 of this Article including the right to Union representation during the investigation.
- b) An employee who is under investigation regarding allegations of client/resident abuse or neglect (as defined by federal, state or department operating regulation) may be required to take a polygraph or CVSA examination regarding the circumstances of the incident(s).
- c) If, at the employer's discretion, the initial investigation supports the need for an employee or employees to submit to an abuse/neglect polygraph or CVSA examination, the Employer will make every effort to conduct the examination in the following order:
  - The employee who made the allegations
  - Witness(es) whose account supports the allegation(s)
  - The employee(s) against whom the allegations have been made
  - The witness(es) for employee(s) against whom the allegations have been made (up to a limit of five (5)).All examinations mentioned herein shall be at no cost to the employee.
- d) If an employee is required to take an abuse/neglect polygraph or CVSA examination, the examination questions, that employee's answers and that employee's written examination results will be provided to the employee, at his or her request and at the cost of the employer. The questions, answers and results will be considered confidential information, as required by law; however, the employee will be entitled to share the information with his/her Union representative.
- e) At the employee's request (see Section 3(a) of this Article), the Union will be informed in advance of the time and location of the examination and the employee's Union representative will be allowed to remain in a location near the testing area as designated by the person administering the exam.
- f) The test results of a polygraph or CVSA examination will not be the sole basis for disciplinary action against any employee.

g) Each facility covered by this Agreement will report on its use of polygraphs or CVSA examinations simultaneously to the Department or Division Director and the Union on a quarterly basis. The report will include the following information:

- The number of polygraphs conducted or CVSA examinations given during the previous quarter.
- A brief description of the allegations involved in each investigation.
- The results of each investigation in which a polygraph or CVSA examination was given.

If the Union or the Employer has any concerns about the administration of the polygraph or CVSA examinations, the quarterly report may be introduced by the Union or the Employer as an agenda item for a Labor-Management meeting. If the concerns are not resolved at the Labor-Management meeting, a Union representative may contact the Department or Division director to further discuss the Union's concerns about the quarterly report or the administration of the polygraph or CVSA examinations.



## **Article 9**

### **PROBATIONARY EMPLOYEES**

#### **Section 1. Probationary Period**

The length of an initial or original probationary period is for an employee's first six (6) months. During the probationary period, it shall be the responsibility of supervisors to monitor and evaluate the performance of probationary employees, to document any performance problems, and to provide regular communication and feedback to the employees. Probation may be extended only for the following reasons:

- a) For the duration of an interruption of service in a manner as provided in Section 1 CSR 20-3.040 (2); or
- b) The employee has not obtained specific training, licensure or certification required for the job due to lack of availability during the probationary period; or
- c) To afford an employee an additional opportunity to meet all expectations of the position in circumstances where the employee has met a substantial amount of the expectations during the initial six (6) month probationary period, unless to do so poses a safety risk. Extensions in this circumstance will not exceed an additional three(3) months and will be used only in lieu of dismissal.

In such cases, probation may be extended, but with a clear indication and documentation of the length of the extension and the conditions that will bring the extension to an end.

A change in the immediate supervisor will not be a reason for an extension of the probation period.

#### **Section 2. Promotional Probationary Period**

The Employer will return an employee promoted to a position within this bargaining unit, back to a position within his/her former classification, any time during the six-month probationary period due to inability to perform duties and responsibilities of the newly promoted position classification. The Employer will make a reasonable effort to return the employee to the same work location and shift from which promoted. Extensions may be granted for the same reasons as described in Section 1 of this Article.

#### **Section 3. Seniority**

A probationary employee shall have no seniority until completion of the initial probationary period. Upon completion of the initial probationary period, he/she will acquire seniority from his/her date of hire.

## **Article 10**

### **SENIORITY**

#### **Section 1. Definition**

For the purpose of this Agreement, seniority shall be defined as the length of an employee's service with the Employer beginning with the most recent date of hire.

#### **Section 2. Loss of Seniority**

Seniority will be terminated when an employee:

- a) Voluntarily resigns, retires, or is laid off for a period of more than three (3) years.
- b) Is dismissed. If reinstatement occurs, seniority will also be reinstated.

#### **Section 3. Ties in Seniority**

If it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be determined by the date of the receipt of applications for employment of the employees. In the event the tie is not resolved by date of receipt of application then the tiebreaker shall be the lowest of the last four digits of their Social Security Number of the affected employees. The employee with the lower number shall be considered least senior in such cases.

#### **Section 4. Seniority While on Unpaid Leave**

Employees shall continue to accumulate seniority while on approved unpaid leave of absence.

#### **Section 5. Seniority Lists**

The Employer agrees to provide the Union Stewards a work location seniority list of its employees by classification and to update this list every six months.

**Article 11**  
**OVERTIME AND SCHEDULING (TA – 11/20/03)**

**Section 1. Definition of Overtime**

Overtime shall be defined as any hours worked over forty (40) hours in a week. Overtime shall be paid at the rate of one and one-half times the employee's straight time hourly rate whether as pay or compensatory time. Employees will be given the choice between pay and compensatory time consistent with operational and budgetary needs.

**Section 2. Overtime Procedures**

- a) The Employer shall distribute overtime equitably among qualified those employees volunteering for overtime.
- b) When the need for overtime occurs and there are no qualified employees who have stated a willingness to work overtime, the Employer will assign mandatory overtime. Such assignments will be made by inverse seniority among qualified employees. Every effort will be made so that no employee is mandated more than once per week.

**Section 3. Compensatory Time**

- a) The Employer will respond to the employee's request for use of compensatory time by returning their written request no later than 7 days after receiving the request. Requests for compensatory leave will not be denied unless it unduly disrupts the operation of the facility or work site.
- b) Compensatory time may be taken in increments of ¼ hours.

**Section 4. Daylight Savings Time**

Employees who are physically at work on the shift when the clocks are set back 1 hour in the fall will, when applicable, be credited with 1 additional hour of time worked.

**Section 5. Call to the Work Site**

- a) An employee who is called to the work site outside of normal work hours will receive credit for a full two (2) hours, in addition to time worked on their regular shift. If sent home at any time within the first two (2) hours, time and one-half overtime credit will be calculated only for hours physically worked that meet the definition of overtime per Section 1 above. Employees are expected to come to the work site when called, exceptions may be made for mitigating circumstances.
- b) Any work related call or visit to an off duty employee in excess of fifteen(15) minutes will be considered time worked.

**Section 6. Stand-by Time**

Stand-by time is a situation where an employee is required to remain at the work site, ready for assignment. Stand-by time shall be credited as time worked.

**Section 7. On-Call Time**

On-call time is a situation where an employee has been assigned to on-call status outside their regular working hours and they are required to be at work within a designated time frame when called. Employees placed on on-call status will be compensated in

accordance with the Compensation Article of this Agreement. On-call pay will be paid regardless of whether the employee is called into work. If called in to work, employees will be compensated for time worked. On-call assignments will be rotated among qualified employees.

## **Section 8. Breaks**

- a) Rest Periods: Rest periods will be mutually determined by the Employer and employees, with the understanding that the Employer has the final prerogative to schedule rest periods according to operational requirements. Except in cases of emergency or highly unusual circumstances, there shall be two (2) rest periods of fifteen (15) minutes each during each regular full-time shift; one during the first half of the shift and one during the second half of the shift. Rest periods may be taken with the meal break when it is mutually agreed between employees and the supervisor, taking into consideration the needs of the facility or work site. Whenever the Employer cannot allow employees to take rest periods as scheduled, the Employer will attempt to allow the employees to take the missed rest period before the end of the shift.
- b) Meal Periods: Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted meal period of not less than thirty (30) minutes and no more than one (1) hour. Employees on unpaid meal times shall have the right to leave the work site during such periods. Employees who receive an unpaid meal period and are required to remain at their work assignments during such period and who are not relieved, shall have such time counted as hours worked and shall be compensated at the appropriate rate in accordance with Section 1 above. If management infringes on a meal time, the employee will be paid for the meal time (as straight time or overtime, as applicable).

## **Section 9. Scheduling Practices**

Schedules will be established by the Employer in compliance with this agreement and to meet work site needs. The Employer will not change the permanent schedule of an employee, except in cases of emergency or unusual circumstances, without first notifying the employees seven (7) days in advance of the changes.

Employees and the Employer may mutually agree to any changes in schedules or work hours.

## **Section 10. Work Schedule Selection**

When permanent changes in shift or days off assignments are made, employees shall be entitled to exercise seniority to determine their shift assignments or days off. If as a result of this process, an employee is assigned to another shift, seniority will not be utilized to change the days off of existing employees on that shift.

**Section 11. Alternative Schedules**

- a) In lieu of the normal work schedule, an employee may request a flex-time schedule or a four-day week. Where practicable, such request may be granted.
- b) Where there are more requests than may be accommodated, requests shall be granted on the basis of seniority.
- c) A group of employees may submit an alternative schedule to the Employer, and, where practicable, that schedule may be implemented.

Employer is defined as The State,  
however, it is typically used to refer  
to the agencies

## **Article 12 (from Craft and Maintenance Agreement)**

### **JOB CLASSIFICATIONS**

“...to the DOP.” implies that this is in  
reference to changes initiated at the  
agency

#### **Section 1.**

- a) The Employer shall notify the Union in writing of any proposed changes in the Employer's classification plan that could impact the bargaining unit, upon the submission of the proposal or any preliminary and/or subsequent draft thereof to the Division of Personnel.
- b) If the parties agree the new or revised classification is appropriate for the bargaining unit, they shall file a stipulated unit clarification petition with the State Board of Mediation to ensure the new classification becomes a part of this Agreement.
- c) In the future, should new classifications be established by the Personnel Advisory Board and utilized by the Employer, the parties hereto shall meet to discuss and determine whether such positions are to be included in the bargaining unit. If the parties are unable to agree as to whether the job classifications should be included in the bargaining unit, a party may seek such determinations by the Missouri State Board of Mediation pursuant to its rules.

#### **Section 2.**

An employee's class specification shall be provided by the Employer upon request by the employee or the Union.

#### **Section 3. Changes in Job Duties**

Employees will be notified in advance when substantial and permanent changes are made to their basic job duties within their job classification. Such changes will not be made arbitrarily or capriciously.

#### **Section 4. Changes in Job Classification**

The Employer shall not change an employee's job classification without notifying the employee in advance. The Employer shall assign work duties appropriate to the employee's job classification. Any time an employee (excluding employees of the Missouri State Highway Patrol) does not believe that the duties of the position are appropriate to his classification, he may request a review in writing to the Employer, using the forms and procedures prescribed by the Division of Personnel. When such requests are received and the necessary forms are completed, the Employer will forward it for review to the Division of Personnel within 10 working days. The necessary forms will be made available to employees on request, or employees will be referred to the appropriate location to obtain the forms. The Division of Personnel will conduct reviews of one Agency in order of receipt within that Agency, except in unusual situations that may require another action or request take precedence.

Requests for reviews by employees of the Missouri State Highway Patrol shall be conducted in accordance with MSHP General Order 22-09.

## Article 13

### **FILLING OF VACANCIES**

#### **Section 1. Definition of Vacancy**

A job vacancy exists when the Employer decides to fill a new position, or when the Employer decides to replace a previous incumbent in the bargaining unit.

#### **Section 2. Posting**

- a) The Employer shall post in each Employee Information Center, or other location accessible to employees, within 72 hours of receipt, all job opportunity announcements by the Office of Administration, Division of Personnel.
- b) Whenever the Employer intends to fill a job vacancy as defined above, a notice of such vacancy shall be posted/placed in designated locations for no less than seven (7) days, and such posting will set forth the required qualifications, including knowledge, skills, ability, rate of pay or pay grade, specific work location, shift and days off, work unit and job description.

#### **Section 3. Bidding**

- a) Interested non-probationary employees in the job class in the same agency and specific work location (facility for Department of Mental Health and Veterans Homes), may submit bids for consideration for a vacancy.
- b) Promotional probationary employees in the same job class in the same specific work location may also submit bids for consideration for a vacancy. If their successful bids result in a change of supervision or duties, an additional probationary period of up to six months may be appropriate. Such additional period need not be the entire six months, and shall be applicable in this circumstance only. In cases where no bidding or promotion has occurred, but there is a change of supervision, no additional probation or extension of probation will occur.

#### **Section 4. Selection**

- a) **Selection within the job classification and specific work location:** The Employer shall fill the vacancy by selecting among qualified bidders the most senior employee who bids on the job. A qualified bidder is someone whose knowledge, skills, and abilities meet or exceed the bona fide performance qualifications described in the posting.
- b) **Selection within the occupational job series and specific work location:** In the event there are no qualified bidders and the vacancy is within an occupational job series (see Appendix D) the most senior applicant whose knowledge, skills, and abilities meet or exceed the bona fide performance qualifications described in the posting holding a position within that job series and working in that same specific work location will be awarded the job.
- c) **Selection among Food Service Helper I, Custodial Worker I or Laundry Worker I in Mental Health facilities or Veterans Homes:** In the event there are no qualified bidders as described in subsection (a), the most senior applicant within the facility who currently holds a position in the classification of Food Service Helper I, Custodial Worker I or Laundry Worker I in a Mental Health facility or Veterans

Home whose knowledge, skills, and abilities meet or exceed the bona fide performance qualifications described in the posting will be awarded the posted job.

- d) **All others:** In the event there are no qualified bidders nor applicants as described in subsections (a) or (b) or (c), the employer will fill the vacancy by selecting an applicant whose knowledge, skills and ability meet or exceed the bona fide performance qualifications described in the posting. These factors will be applied consistently among all applicants. Where there are two or more applicants who rate substantially the same, applicants within the bargaining unit will be selected, and among those, the most senior.

### **Section 5. Integrity of Procedure**

No employee will be moved to a different classification or shift to fill a vacancy without using the procedures described in this article. However, the Employer and the Union agree that in unusual circumstances or circumstances involving disciplinary investigations where a change is necessary, immediate reassignments may be made without posting a vacancy for bidding.

### **Section 6. Placement and Orientation**

- a) If accepted for the position, the employee will be moved into the position as soon as possible, normally within 14 days. Employees not moved within 14 days will receive a written explanation setting forth the reason for the delay including an anticipated date for the move. Any employee awarded a bid for a new assignment must be able to commence performance of the new position duties within 5 calendar days of acceptance. Pre-approved vacations will not be counted toward the 5 days and exceptions may be made for unforeseen emergencies.
- b) Employees who have successfully bid and have been assigned a position shall remain on their newly bid position for 120 days from the date of their assignment before they are eligible to bid on another position.
- c) Staff new to a work location will be oriented to the conditions in their new assignment.

### **Section 7. Reinstatement Register**

All reinstatements will be done according to the layoff and reinstatement article of this Agreement.

### **Section 8. Right to Return**

At the request of the employee he/she may return to his/her former bargaining unit position classification within thirty (30) days of leaving that position if a vacancy in the bargaining unit classification exists.

### **Section 9. Miscellaneous**

- a) The Employer encourages employees to pursue additional training in order to enhance their skills. Such requests for training will not be unreasonably denied.
- b) Employees will not be required or requested to resign as a condition of transfer or promotion within their Division.



## **Article 14**

### **DEMOTIONS**

#### **Section 1. Definition**

Demotion is a change of an employee from a position in one class to a position in another class, which is assigned a lower pay range within the pay plan. Demotions can be either voluntary or involuntary for just cause.

#### **Section 2. Notice to Employee**

Notice of involuntary demotions will be governed by the provisions of Section 3 of the Discipline Article of this Agreement.

#### **Section 3. Employee Obligations**

Upon the effective date, the employee shall report for duty to the position to which demoted. Reporting to duty does not waive any applicable appeal rights.

#### **Section 4. Salary and Other Benefits of Employee**

On the effective date of an involuntary demotion, the salary of such employee shall be reduced by one (1) step or more. The salary rate cannot be above the maximum step for the new class. The Employer may make a greater reduction if justified on the basis of the difference in the salary level of the two classes involved.

#### **Section 5. Status of Demoted Employees**

A demoted employee will not be required to serve a new probationary period.

## **Article 15**

### **TEMPORARY ASSIGNMENT**

#### **Section 1. Temporary Assignment**

The Employer may temporarily assign an employee to perform the duties of another position classification. An employee temporarily assigned to a position with a lower rate of pay shall receive his or her regular rate of pay. When an employee is temporarily assigned to a position of a higher classification to the extent that the employee performs significant recognizable duties of the higher classification, or assumes the responsibilities of the higher classification, the employee will be paid a minimum of one step above their current pay rate and at least at the minimum rate of the higher classification.

#### **Section 2. Rotation**

The Employer shall attempt to distribute temporary assignments to qualified members of the work unit where the assignment occurs, offering assignments among qualified employees by seniority and mandating among qualified employees by inverse seniority.

#### **Section 3. Temporary Change in Specific Work Location**

The Employer shall not temporarily assign employees to a location other than the employee's specific work location without mutual agreement except when there are no qualified volunteer employees, or if facility, building or grounds have become damaged or uninhabitable necessitating the movement of clients, staff and/or operations. If no qualified employees agree to accept a temporary assignment, the Employer shall temporarily assign the qualified employees with the least seniority.

#### **Section 4. Meeting**

If an employee believes assigned temporary duties are at a higher-level classification, the employee may schedule a meeting with the supervisor to request a review to determine if action is needed.

**Article 16**  
**LAYOFF AND REINSTATEMENT**

**I. LAYOFFS FOR MERIT AGENCIES**

**Section 1. Layoffs**

Layoffs within merit agencies shall be governed by the Rules and Regulations of the Personnel Advisory Board and the Division of Personnel. Among other things, the Rules provide that:

- a) No regular or original probationary employee in an affected class shall be laid off until all emergency, provisional, temporary and limited temporary employees in the same classification and in the same division of service are laid off. No regular, reinstatement probationary and/or re-employment probationary employee shall be laid off until all original probationary employees are laid off. However, if no regular employee subject to layoff elects to accept a transfer to a position occupied by a provisional, temporary or probationary employee, an employee with this employment status may be retained. Reemployment and reinstatement probationary employees shall be considered as regular employees for purposes of implementing a layoff.
- b) If a regular employee must be laid off due to a shortage of work or funds, the abolition of a position, or other material change in duties or organization, or for other reasons which are outside the employee's control and which do not reflect discredit on the services of the employee, these layoffs shall be by inverse order of service credit (service credit is defined as state service under MOSERS) and by class in the division or area of service involved. When these employees are laid off, they will be placed on a reinstatement register as outlined in Section 3.
- c) In addition to what is provided in the Rules and Regulations, a review of unclassified employees, including PRN, performing duties of the affected class will be conducted prior to a layoff.

**Section 2. Options in Lieu of Layoff**

Employees in regular status affected by layoff will be offered, if available, demotions or transfers in accordance with the following:

- a) A regular employee shall be demoted in lieu of layoff within the employee's division of service to a position in a lower class in the same occupational job series or to a position in a lower class in which the employee previously has obtained regular status within any merit system agency. Such action shall be taken upon written request by the affected employee to the appointing authority and shall occur even though this action may result in a layoff in the lower class. The granting of this option is determined by the service credit of the employee.
- b) Regular employees whose positions are to be eliminated will first be given the opportunity, in order of service credit, to transfer within the layoff area where

employed if other vacancies exist or if other employees in the area have lower service credit. Regular employees who are subject to layoff also must be given the opportunity to transfer to positions in the same class in other areas occupied by probationary, provisional or temporary employees, also based on service credit.

### **Section 3. Reinstatement Registers**

The State shall implement and maintain reinstatement registers of regular employees who are laid off or demoted in lieu of layoff. The division or department may offer the right to reinstatement to a vacancy in the division or department from which the employee was laid off, which may be in any area in which the employee is willing to work. For a period of three (3) years, such employees laid off shall be reinstated in service credit score order ahead of new hires, and promotions. For a period of six (6) months following a layoff, any demotions, class transfers or transfers must recognize the rights of people on the reinstatement registers. Therefore, these types of changes may only be made if the person being transferred or demoted has higher service credit than those on the reinstatement register.

## **II. LAYOFFS FOR NON-MERIT AGENCIES**

For non-merit agencies, layoffs shall be governed by departmental or divisional policy. If circumstances require the agency to use a special layoff procedure, the proposed procedures will be made available to the affected bargaining unit employees and to the Union prior to being implemented. Employees and the Union will be given an opportunity to discuss the proposed implementation of any layoff of any bargaining unit employee with the Employer to prevent unfair situations.

## **III. APPLICATION OF POLICIES**

The decision to conduct a layoff will not be subject to the grievance and arbitration procedure outlined in Article 7 of this Agreement, but application of any layoff as applied to this bargaining unit will be subject to the grievance and arbitration procedure.

## **Article 17**

### **HOLIDAYS**

#### **Section 1. Holidays**

The Employer shall grant paid holidays as follows:

New Year's Day, the first day in January  
Martin Luther King, Jr. Day, the 3<sup>rd</sup> Monday in January  
Lincoln's Birthday, the 12<sup>th</sup> day in February  
Washington's Birthday, the 3<sup>rd</sup> Monday in February  
Truman's Birthday, the 8<sup>th</sup> day in May  
Memorial Day, the last Monday in May  
Independence Day, the 4<sup>th</sup> day in July  
Labor Day, the 1<sup>st</sup> Monday in September  
Columbus Day, the 2<sup>nd</sup> Monday in October  
Veterans' Day, the 11<sup>th</sup> day in November  
Thanksgiving Day, the 4<sup>th</sup> Thursday in November  
Christmas Day, the 25<sup>th</sup> day in December

Additional dates may be designated as holidays by the Governor or President of the United States. If the above list is increased or decreased through legislative action, the Employer and the Union agree to apply such changes to the employees in this bargaining unit.

A holiday will be considered as a period of eight (8) hours for full time employees.

#### **Section 2. Equivalent Holiday Time Off**

When a holiday falls on an employee's scheduled day off or an employee works on a holiday, equivalent time off shall be granted within the following twelve (12) month period, on the day requested by the employee unless to do so would interfere with the Employer's operations. In this event the employee's next requested day off shall be granted, also contingent on operations. If this second request is denied for operational reasons, the employee and the Employer will work out a mutually acceptable alternative such as alternative days off or cash payment.

#### **Section 3. Paying Holiday Compensatory Time**

To the extent that operations and budgets allow, the employer may choose to pay off all or a portion of holiday comp time accrued. The Employer will notify employees of this choice before the payout occurs. In this circumstance, employees may request to maintain a balance and use the time prior to the end of the current fiscal year. Such requests will not be unreasonably denied.

Employees who have submitted a request to use Holiday Compensatory time pursuant to Section 2 of this Article may notify the Employer of such request and such time will not be paid as described in this Section.

#### **Section 4. Holiday During Vacation**

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will not be charged annual leave for the holiday.

**Article 18**  
**ANNUAL LEAVE OR VACATION**

**Section 1. Earning Annual Leave**

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to Annual Leave with full pay as follows:

- a) 5 hours for each semi-month of service, in which they are in pay status for 80 or more hours, up to and until they complete 10 years of total state service;
- b) 6 hours for each semi-month of service, in which they are in pay status for 80 or more hours, if they have completed 10 and up to 15 years of total state service;
- c) 7 hours for each semi-month of service, in which they are in pay status for 80 or more hours, if they have completed 15 years of total state service.

Annual leave will be credited at the rate of one-half (1/2) the full-time accrual rate for semi-months in which the employee is in pay status for forty (40) hours and pro-rated for all hours for which they are in pay status from forty to eighty (40-80) hours.

**Section 2. Annual Leave or Vacation Selections**

- a) For purposes of this article a Vacation is defined as follows:

- 1) Vacations for one week shall consist of seven (7) consecutive off days; vacations for two weeks shall consist of fourteen (14) consecutive off days, etc.
- 2) Vacations shall not be split to require the employee to work the weekend.
- 3) No employee will be required to make up a weekend shift missed due to pre-approved vacation.

- b) Procedure In Department Of Mental Health and Veterans Commission

The Employer is responsible for coordinating the scheduling of vacation and proper staffing of facilities. Seniority as defined in Article 10 shall be the basis by which employees select vacation that is at least one week but no more than four weeks in duration. The number of employees to be on vacation at any one time of the year shall be determined by the Employer. Where two separate one-week or longer vacations are requested, an employee's seniority preference shall apply only as to the first round selection of vacation. The employee will then be dropped to the bottom of the seniority list until all employees have had a chance to indicate and/or exercise their first vacation preference.

In order for an employee's preferences to be considered, the employee's preference shall be submitted in writing by February 28 of each calendar year. An employee should submit at least two (2) but no more than three (3) preferences to expedite the scheduling process. The Employer shall post and leave up the approved annual vacation preferences schedule no later than March 31 of each calendar year. Once

approved, vacation schedules will not be changed without mutual agreement of the Employer and the affected employee and other scheduled annual leave will not be changed without the mutual agreement of the Employer and the affected employee except in highly unusual or emergency situations when the presence of the employee is needed.

Subsequent written employee vacation requests shall be responded to in writing by the Employer within 7 calendar days and those shall be scheduled according to the needs of service and staffing requirements as determined by the Employer.

c) Process In Departments/Divisions Other Than DMH Or Veterans Commission

- 1) Employees may request annual leave or vacation at any time throughout the year.
- 2) The number of employees to be on annual leave or vacation at any one time of the year shall be determined by the Employer.
- 3) If the Employer is unable to approve annual leave or vacation for all employees who asked for a specific period, the requests will be granted by seniority.
- 4) Once approved, vacation schedules will not be changed without mutual agreement of the employer and the affected employee and other scheduled annual leave will not be changed without the mutual agreement of the Employer and the affected employee except in highly unusual or emergency situations when the presence of the employee is needed.
- 5) All requests for annual leave or vacation will be responded to in writing within seven (7) days.
- 6) The Employer will maintain a schedule of approved vacations. This schedule will be posted or made available upon request.

**Section 3. Annual Leave Accumulation**

- a) Employees are expected to request sufficient time off to avoid lapsing Annual Leave. Any employee who remains in jeopardy of lapsing leave may request a meeting with his or her supervisor to discuss scheduling sufficient time off to avoid lapsing leave. Supervisors will allow employees in such jeopardy, to use annual leave, rather than substituting compensatory time or other leave, when employees take leave.
- b) Annual leave shall not accrue to any employee while on leave of absence without pay.
- c) When an employee has been granted annual leave, and during the leave period is subsequently recalled to duty because of emergency conditions requiring the employee's services, annual leave credits not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed. In this event:
  1. The employee shall be granted administrative leave for any time exceeding the maximum accrual;
  2. A corrected application for leave/overtime form will be submitted.

#### **Section 4. Transfers**

- a) Employees who transfer or are appointed to a position in a separate department within this bargaining unit will be automatically reimbursed in cash by the Employer for all accrued annual leave up to the maximum allowable accumulation, unless directed otherwise in writing by the employee.

If the employee chooses to transfer Annual Leave to another department, the employee must request in writing to the staff responsible for the personnel function that a specific amount of accrued Annual Leave be transferred to the receiving department. This request must be received prior to the employee physically transferring to a new location.

- b) An employee entering service with the Employer from outside the bargaining unit must be allowed to transfer at least 80 hours of accrued Annual Leave.

#### **Section 5. Rights upon re-employment**

Nothing in this Agreement shall affect re-employed employees' rights to prior state service credit for annual leave accrual.

#### **Section 6. General Provisions**

- a) Annual leave is earned by the employee at the end of each pay period.
- b) Annual leave may be taken in increments of ¼ hours.
- c) Annual leave shall not be charged for holidays.
- d) Annual leave shall not be considered work time.
- e) Annual leave shall not be anticipated, but shall have been earned prior to the time it is taken.
- f) The Employer agrees that there shall be no blackout dates for vacation requests.



## **Article 19**

### **SICK LEAVE**

#### **Section 1. Purpose of Sick Leave**

Sick leave may be used when an employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery from them, or periods of time required for medical, surgical, dental or optical examination or treatment, or where through exposure to contagious disease the presence of the employee on duty would jeopardize the health of others. Sick leave may also be used for loss of time due to an illness, which requires the employee's personal care and attention, of the employee's spouse, children, or parents, regardless of where they reside; or other persons residing in the employee's home with an illness that requires the employee's personal care and attention. Sick leave is intended for the above purposes, and will be allocated accordingly without reliance on rigid formulas to determine how much time is needed for doctor visits or other evaluation, treatment, follow-up, etc.

#### **Section 2. Sick Leave Accrual**

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to sick leave with pay at the rate of 5 hours for each semi-month of service in which they are in pay status for eighty (80) or more hours. Sick leave will be credited at the rate of one-half (1/2) the full-time accrual rate for semi-months in which the employee is in pay status for forty (40) hours and pro-rated for all hours for which they are in pay status from forty to eighty (40-80) hours.

#### **Section 3. Minimum use of Sick Leave**

Sick leave may be used in ¼ hour increments

#### **Section 4. Use of Sick Leave for Occupational Injury and/or Illness**

Employees shall not be asked, nor required, to exhaust sick leave prior to filing a worker's compensation claim.

Employees may choose to use sick leave to supplement worker's compensation payments to the extent necessary to make up the difference between the workers' compensation benefits and their salary at the time of the injury.

#### **Section 5. Use of Annual Leave or Compensatory Time for Illness and/or Injury**

If an employee has no sick leave balance, other leave balances such as compensatory or holiday time can be used with supervisory approval. When approving other leave use, the supervisor should consider the employee's sick leave use history and other leave balance accumulations. Supervisory approval will not be unreasonably denied.

**Section 6. Verification of Illness and/or Injury**

Unverified sick leave shall not be a matter for the employee's performance evaluation unless the employee has been disciplined and that discipline was unchallenged or withstood a challenge.

**Section 7. Second Opinion**

If the Employer requires a second opinion, the Employer will send the employee to an Employer-designated medical provider at the Employer's cost. When the employee is directed to obtain a second opinion, such time will be considered time worked.

**Section 8. Sick Leave Abuse**

Abuse of sick leave will be just cause for progressive discipline up to and including dismissal. Every effort will be made to ensure such discipline will be consistently applied. The circumstances or patterns that may constitute indications of sick leave abuse include but are not limited to:

- a) Sick leave taken before or after holidays or days off, or on official holidays.
- b) Consistent use of sick leave as it is earned.
- c) Recurring absence the same day of the week, month, etc.
- d) Recurring absences on pay day or the day after pay day.
- e) Recurring absences on days when overtime is scheduled or there is a strong potential for overtime to occur.

Verification of illness may be required when the Employer has reason to believe that there is abuse of sick leave, as identified in this Section, and the employee has been notified in writing that future absences will require verification.

**Section 9. Share Leave Bank**

For DMH, the Union will designate one (1) person at each DMH facility from the Craft and Maintenance bargaining unit to participate in each facility share leave committee meeting considering requests from members of this bargaining unit. For departments other than DMH, the Union will designate one (1) person within the bargaining unit to participate in their department's share leave committee meetings considering requests from members of this bargaining unit.

**Article 20**  
**EMPLOYEE APPRAISALS**

**Section 1. Written Performance Appraisals**

All employees will receive an annual performance appraisal completed by their immediate supervisor who is outside the bargaining unit and has firsthand knowledge of the employee's performance. The appraisal will be reviewed by a higher level of supervision, also with direct knowledge of the employee's performance and, as applicable, located within the employee's worksite of facility within thirty (30) days before or after the due date. The evaluation shall be fair and accurate, and as objective as possible. The evaluation shall be limited to factors relating to the Employee's work performance and for which they are accountable. Employees' signatures on the appraisals indicate the employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. The appraisal shall be discussed with the employee, and the employee shall be given a copy within the shift the appraisal takes place.

The employee may submit a written rebuttal to an appraisal if the employee disagrees totally, or in part, with the appraisal. The employee's rebuttal shall be considered part of the evaluation process with a copy attached to the original evaluation and placed in the employee's personnel record. A less than satisfactory overall performance appraisal may be appealed through the grievance procedure as outlined in this Agreement.

## **Article 21**

### **PERSONNEL RECORDS**

#### **Section 1. Records**

Employees shall have reasonable access to their official personnel record, supervisor's working file or log, training record, and health file. One complete copy shall be made available upon the employee's request. Additional complete copies of documents will be provided at the employee's expense. A Union representative may review employee personnel records as described above, if a signed and dated written authorization is provided by the employee and is valid for 30 days after the signature. All personnel files are considered confidential and may only be used and/or reviewed by those with a work-related reason for use and/or review. Unauthorized staff shall not have access to personal information about employees.

All negative entries placed in these files shall be signed and dated by the individual making the entry and shall be presented to the employee for counter-signature at that time or no later than one week of the entry into the file. If the employee chooses not to counter-sign, such fact shall be noted on the document. Copies of disciplinary actions need not be signed or counter-signed, as the employee is given a copy of the action. Upon request, work related complimentary entries shall also be placed in the employee's personnel record(s).

Employees may request a review of information that is one year old or more, and may further request that such information be removed should the situation warrant such removal. If the Employer uses adverse information from a personnel record, the Employer will consider the age and relevance of such information when making an employment decision, and will consider a lack of reoccurrence to indicate improvement.

#### **Section 2. Contact Information**

An employee shall provide the Employer with his/her current telephone number and home address. When a change of home address and/or telephone number occurs, the employee will promptly inform the Employer of this change in writing. Appropriate forms for notification of these changes will be made readily available to employees. The Employer shall not release an employee's telephone number and/or home address to non-work related sources without the employee's permission.

**Article 22**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.**

a) The Union and the Employer will meet twice annually for the purpose of reviewing the administration of these Articles and discussing problems which have arisen. By mutual agreement, meetings may be held more or less frequently.

b) The Union may have up to 15 employee representatives with no more than three(3) from any work location, consistent with staffing needs, and staff representatives as the Union sees necessary to attend the meeting,. Union representatives will be designated by the Union, whether employee or staff representatives. The Employer and the Union may agree to allow persons in addition to committee members to attend the meetings.

c) Time spent in attending or traveling to the labor/management committee meetings shall be considered time worked; however, it shall not serve to extend the workday or cause overtime to be earned.

d) The Union and the Employer may request inclusion of any matter on the agenda. The Union and the Employer will exchange proposed agenda items at least 15 days prior to the meeting. The Employer shall keep minutes and distribute them after approval by the Union and the Employer.

**Section 2.**

Labor/management meetings will be conducted on a local, district, regional, facility or other appropriate organizational basis on a quarterly basis. By mutual agreement, meetings may be held more or less frequently. These meetings will be scheduled at times, places and dates mutually agreed upon. The Union may designate up to five (5) employees to attend each meeting, and staff representatives as the Union sees necessary. Attendance at these meetings will not cause those employees to lose pay or accumulated leave time. The Union and the Employer may request inclusion of any matter on the agenda. The Union and the Employer will exchange proposed agenda items at least three (3) days prior to the meeting. The agenda may be altered upon mutual agreement.

**Section 3.**

These meetings shall not be used to bypass the grievance procedure nor shall they be considered negotiation sessions to arrive at successor Agreements or modification of this Agreement.

## **Article 23**

### **SAFETY AND HEALTH**

#### **Section 1. Safe Working Conditions**

The Employer and the Union have a mutual responsibility to provide safe working conditions and are committed to a cooperative effort to achieve this goal.

Employees are expected to follow established safety procedures or precautions and are expected to report working conditions that they reasonably consider to be unduly hazardous or dangerous. The safety issue will be promptly addressed and resolved so that the work can be accomplished. Employees shall not be disciplined or discriminated against in any way for bringing health and safety concerns to the attention of anyone.

#### **Section 2. Safety and Health Committees**

The Union may designate one (1) employee and one (1) alternate from the Craft and Maintenance unit for any existing safety and health committee. The designated employee or alternate will participate in committees specific to their facility, work location or division as appropriate. All reasonable efforts will be made, including advance written notification of meetings, to ensure that such Union-designated representative or Union-designated alternate can attend each meeting. Committee meeting attendance will be considered time worked. Members of the committee will be encouraged to attend meetings.

Where safety and health committees do not currently exist, the Employer agrees to discuss the development of such committees, where appropriate, through a department/division labor/management meeting.

#### **Section 3. Scope of Committees**

Any matters related to safety standards and conditions may be discussed in Safety and Health committees at the facility, work location, division and/or department level. The Safety and Health committee shall receive quarterly reports on workplace injuries, accidents, and reports of violence. The Safety and Health committee and/or the Union may make recommendations regarding health and safety issues to the appropriate facility director, Division Director and/or Department Director at any time. The facility director, Division Director and/or Department Director shall provide a timely response to such recommendations.

The Union and the Employer agree that workplace violence is a critical issue and should be addressed as necessary at health and safety committees.

#### **Section 4. Training**

The Employer will provide appropriate and adequate safety and health training to all employees.

**Section 5. Emergency Care and Assistance**

The Employer agrees to assist, as appropriate, any employee injured while on duty. In an emergency, emergency services will be called.

**Section 6. Uniform or Special Clothing**

- a) Where the Employer requires the employee to wear uniforms as a condition of employment, the Employer shall provide at least five (5) full sets of the required uniform or an equivalent uniform allowance. A full set will be defined based on the requirements of the position as defined by the departmental uniform policy. Where outside work is part of an assignment, and a uniform is required, the Employer may allow reasonable adjustments that are not part of the uniform to reflect the weather conditions. Uniform clothing which is in disrepair because of normal wear, or not meeting minimal standards, shall be replaced by the Employer upon return of the clothing. In circumstances where an annual allowance is provided, the annual allowance will serve to replace uniform clothing which is in disrepair because of normal wear, or not meeting minimal standards.
- b) Required special clothing or protective equipment will be provided by the Employer. Special clothing is defined as articles which are occupationally required, as determined by the employer.

**Section 7. Employee Assistance Program**

The Employer shall make available information including contact numbers on the Employee Assistance Program to employees in the Employee Information Centers or other locations accessible to employees.

## **Article 24**

### **LEAVES OF ABSENCE**

#### **Section 1. General Leave**

The Employer may grant leaves of absence for periods not to exceed six (6) months. Such leaves may be extended. Requests for such leave shall be made in writing by the employee reasonably in advance of the requested date of the leave, unless precluded by emergency conditions. The request should state the purpose and expected duration of the leave. Such requests for leave shall not be unreasonably denied.

#### **Section 2. Educational Leave**

A leave of absence without pay may be granted to an employee in order for that employee to attend a recognized educational institution provided that the course of instruction is related to the employee's current and/or possible future employment with the Employer. Before receiving the leave or any extension thereof, the employee shall submit to the Employer documentation that the educational institution has accepted the employee as a student, as well as documentation as to the course of instruction. Such leaves may be extended based upon the above criteria and subject to the above requirements. Such requests for leave shall not be unreasonably denied.

#### **Section 3. Payment Upon Separation**

Upon separation due to resignation, retirement, layoff or dismissal, the employee shall be paid for all accrued holiday, vacation, and compensatory time up to the maximum allowable accumulation. Upon the death of the State employee, the person(s) designated as legal beneficiary(ies) or the employee's estate shall be entitled to receive payment for all remaining accrued holidays, vacation, and compensatory time up to the maximum allowable accumulation.

#### **Section 4. Attendance in Court**

Any employee called for jury duty or in compliance with a subpoena to appear in court or before a judge, any legislative committee or any officer, board or body authorized to conduct any hearing or inquiry, except when the employee is a plaintiff or defendant in a cause of action not arising out of employment shall be allowed time away from work with pay. When an employee is a plaintiff or defendant in a cause of action not arising out of employment he may use accrued annual leave, compensatory leave, or leave without pay, with sufficient prior notice based upon a summons or court docket. However, this does not supersede the Employer's right to discipline a defendant in a criminal case. Employees who appear as witnesses in an official capacity may not retain any witness fees and shall surrender any such payment to the Employer, however payment for expenses including but not limited to mileage or meals shall be the property of the employee and shall not be surrendered to the Employer.

#### **Section 5. Examinations and Interviews**

The Employer will grant administrative leave to employees to participate in promotional examinations with sufficient prior notice for positions within the bargaining unit. Appropriate travel time, accruing during normal work hours, will be considered in the



granting of administrative leave. Administrative leave for promotional interviews for positions within the same bargaining unit shall not be unreasonably denied.

#### **Section 6. Leave for Death in an Employee's Family**

Employees will be granted an absence, not to exceed five (5) consecutive workdays (this time will not exceed the length of an employee's normal workweek) of bereavement leave with pay at regular rates. Employees may request annual leave or compensatory time to extend the bereavement leave. The Employer and the Union agree that all mitigating circumstances should be considered in determining the length of bereavement leave. For purposes of this Article, family is defined as employee's spouse, child, sibling, parent, step-parent, grandparent or grandchild, and spouse's child, parent, step-parent, grandparent or grandchild, or a member of the employee's household.

#### **Section 7. Notification of Leave Balances**

Each employee shall be given a semi-monthly check/direct deposit stub that reflects their balances of vacation, compensatory, and sick leave hours. If the employee disagrees with their balances, they should notify the timekeeper in writing as soon as possible.

#### **Section 8. Approval of Time Off Requests**

All requests for time off shall be responded to in writing within seven (7) calendar days. Once approved, scheduled time off shall not be changed without the mutual agreement of the Employer and the affected employee except in highly unusual or emergency situations when the presence of the employee is needed.

#### **Section 9. Notification of Absence/Calling In**

Employees must notify their supervisor or designee at the earliest possible time that they will be unable to report for a scheduled shift(s). Where practicable this notification should occur before the scheduled start time.

In multi-shift operations, the employee must notify the Employer at least two (2) hours prior to the start of the shift.

The Employer agrees to grant exceptions based on mitigating circumstances.

**Article 25**  
**FAMILY AND MEDICAL LEAVE**

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act.

- a) Employees may take up to 12 weeks of unpaid leave in the following instances: because of the birth of a child of an employee and in order to care for such child, or because of placement of a child with the employee for adoption or foster care, or because of a serious health condition of an employee or an employee's family member as defined in the Family and Medical Leave Act.

The Employer shall maintain insurance coverage for the duration of the leave at the level coverage would have been provided if the employee had continued in his/her normal employment status.

Employees shall also be entitled to an intermittent or part-time leave as deemed medically necessary because of a serious health condition of an employee or an employee's family member.

The Employer may require an Employee to substitute any accumulated sick, annual, or state compensatory leave for any portion of the unpaid leave.

- b) Any employee who takes a leave pursuant to this Section shall be entitled, upon return from such leave to be restored by the Employer to an equivalent position at the same facility or work location, job class, shift and regular days off held by the employee when the leave commenced, with equivalent employment benefits, pay, and other terms and conditions of employment. For purposes of this Article, facility or work location shall be defined as a building or facility complex, or set of buildings or facilities, in close proximity, to which an employee is regularly assigned.

**Article 26**  
**OCCUPATIONAL INJURY AND ILLNESS**

**Section 1.**

An employee who suffers an on-the-job injury or who contracts an occupational disease, shall be entitled to Workers' Compensation Benefits. Further, the employee may apply for use of Share Leave, and may inquire and apply as appropriate for disability through the applicable retirement system. An employee entitled to workers' compensation may elect to use accrued annual leave, sick leave, and/or compensatory leave to supplement workers' compensation benefits to the extent necessary to make up the difference between the benefit and the employee's salary at the time of injury.

**Section 2.**

In an effort to maintain the Employer's skilled workforce, the Employer will have an early return to work program to enhance the recovery of employees who are injured or contract an occupational disease in the course and scope of state employment. Employees will be placed in temporary modified duty assignments, when physically able.

**Section 3.**

When an employee is permanently unable to return to his or her position as the result of an on-the-job injury, the employee may contact applicable human resources office or work location manager to discuss other state employment opportunities or long-term disability benefits. The human resources office and/or work location manager will make every reasonable effort to assist in the placement of the employee within state government.

## **Article 27**

### **CONTRACTING OUT**

#### **Section 1. Policy**

It is the policy of the Employer to make every reasonable effort to use its employees to perform work they are qualified to do. To that end, the Employer will avoid, insofar as is practicable, contracting out work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary to provide greater efficiency and economy.

#### **Section 2. Application**

The Employer agrees:

- a) The Employer will provide the Union with immediate written notice upon issuance of any RFP which will result in the layoff of bargaining unit employees.
- b) The Employer will provide the Union with names of all bidders being considered during the RFP process upon bid opening, prior to awarding any contract.
- c) The Employer will provide the Union with immediate written notice when a contract is awarded.

#### **Section 3. Placement of Affected Employees**

When the contracting out of bargaining unit work would subject an employee to layoff, the Employer will adhere to Article 16 of this Agreement, (Layoff and Reinstatement).

At the Employer's cost, the Employer agrees to provide in-service training, if necessary, to employees who will be subject to a layoff as a result of the decision to contract out. The training will be provided to employees who otherwise possess the qualifications and ability to fill existing vacancies in the same job classification from which they will be laid off at the same or another facility. The training will be offered by the Employer as long as it is consistent with the Employer's budget, program goals, statutory directives and related factors. The parties agree to meet within ten (10) days of the contract award date for the purpose of attempting to reach agreement over any necessary changes in the layoff procedure of the Agreement in an effort to help facilitate this provision.

#### **Section 4. Successors**

The Employer will make a reasonable effort with the contractor to insure that employees who will be subject to layoff because of a decision to contract out work, secure employment with the contractor, retaining at least an equal salary level. At the request of the Union, the parties (the Employer, the Union and the contractor) will meet to discuss the employment of employees subject to layoff.

A bidder's history of National Labor Relations Act (NLRA) violations may be a consideration in the bid evaluation process.

**Article 28**  
**TUITION REIMBURSEMENT**

The Employer shall provide a tuition reimbursement policy for all bargaining unit employees.

The purpose of this policy is to encourage employees to progress in their careers and seek professional growth. This procedure establishes guidelines for employees to obtain reimbursement for a portion of expenses associated with successful completion of pre-approved courses. Both graduate and undergraduate courses must be job related or part of a degree program consistent with the Department's and the State's mission.

**Article 29**  
**POLICIES AFFECTING CONDITIONS OF EMPLOYMENT**

The Employer agrees to furnish the Union with copies of existing policies at the department, division, facility or program level that affect conditions of employment of bargaining unit members. If there is a disagreement as to the application of a policy, that matter shall be subject to the grievance procedure outlined in this Agreement.

The Employer agrees to notify the Union of proposed policy changes that affect conditions of employment of bargaining unit members at least thirty (30) calendar days in advance of the proposed effective date of the policy. When there is a dispute over the reasonableness of the proposed department or division wide change, the Employer agrees to give the Union an opportunity to meet with the department or division director or designee within the thirty (30) days and discuss any such changes in order to provide the Union an effective voice. Where there is a dispute over the proposed change at the local level, the matter shall be subject to the grievance procedure to determine whether the change is unreasonable, arbitrary and capricious.

When immediate changes to policy are needed for safety and security purposes or to comply with law or court order, a revision may be issued and become immediately effective. In this instance, the Employer agrees to give the Union an opportunity to meet as soon as possible, not later than thirty (30) days after the effective date. All changes will be provided to the Union.

Whenever possible and practicable, work location policies must not conflict by unit or by shift, and statewide policies must not conflict by work location.

Wherever possible and practicable, policies should be agency wide, and universal standards and procedures should exist.

The Employer agrees to provide to employees access to all policies electronically, and/or in hard copy available in Employee Information Centers or location accessible to the employees.

## **Article 30**

### **COMPENSATION**

#### **Section 1. Base Wages and Step Adjustments**

Subject to legislative approval, bargaining unit employees shall receive salary and step adjustments as follows:

- a) Effective July 1, 2004, a 2% general structure adjustment shall be provided to every Bargaining Unit position.
- b) Also effective July 1, 2004, bargaining unit positions identified by the Personnel Advisory Board as critical class positions in its FY 2005 recommendation dated July 8, 2003, will receive a 2 step within grade adjustment.
- c) Also effective July 1, 2004, and in addition to the provisions of a) and b) above, all bargaining unit positions will receive a two-step within grade adjustment.

#### **Section 2. Security Assignment Pay**

All job classifications currently getting Security Assignment Pay shall continue to receive it.

#### **Section 3. On-Call Pay**

Upon the effective date of this agreement, employees in on-call status as defined in Section 7 of the Overtime and Scheduling Article of this Agreement shall be compensated at a rate of one-half (1/2) hour for every six (6) in on-call status. Compensation will be in increments of one-half (1/2) hour so that employees will receive one-half hour for each six (6) hours in on-call status or portion thereof.

#### **Section 4. Compensation for Credentials**

Subject to legislative approval, effective July 1, 2004, employees who have obtained special credentials, which they are required to use in their jobs (which credentials are enumerated in Appendix C), will be paid a special credential differential of one step within grade. These credentials shall be particular credentials not part of the base requirements for the given job classification, but required to be used in the individual's job. No employee shall receive more than one-step as a result of this provision. The one-step differential shall be continued during the life of the credential as long as the Employer requires the use of the credential. The Employer shall make a reasonable effort to facilitate activities necessary for employees to renew required credentials, for instance, participation in in-service or other training.

#### **Section 5. Re-Opener**

This Article will be reopened in FY 2006 to negotiate the terms of this Compensation Article. These negotiations shall commence no later than the first week of September 2004.

## **Article 31**

### **GROUP INSURANCE**

#### **Section 1. Health Care Labor/Management Committee**

The parties shall establish and maintain a Joint Health Care Labor/Management Committee on group insurance benefits for employees eligible under Missouri Consolidated Health Care Plans. The Committee will consist of three (3) representatives each from the Union and from the Employer. The committee will study cost containment provisions and explore proposals to expand health and ancillary benefits that do not reduce existing benefits, or shift costs to employees. The Committee will review any issues with the claims administration of the current benefit plans and will review the cost and enrollment of the current benefit plans on a quarterly basis. In addition the Committee will review an awarded change in insurance companies and/or plan administrators no less than sixty (60) days prior to any implementation and make recommendations to assure a smooth transition.

#### **Section 2. Portability**

The Employer will comply with the health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996.

#### **Section 3. Group Insurance Costs**

The Health Care Labor/Management Committee will recommend to the Commission on Total Compensation Employer contribution rate(s), as follows:

FY04/05 (January 1, 2004 to December 31, 2004)

Employee Only	94.5%
Employee/Spouse	73.5%
Employee/Child(ren)	94.5%
Employee/Family	78.5%

FY05/06 (January 1, 2005 to December 31, 2005)

Employee Only	94.5%
Employee/Spouse	83%
Employee/Child(ren)	94.5%
Employee/Family	83%

FY06/07 (January 1, 2006 to December 31, 2006)

Employee Only	94.5%
Employee/Spouse	90%
Employee/Child(ren)	94.5%
Employee/Family	90%

The Employer shall include the above contribution rates in their budget proposals.



**Article 32**  
**PRINTING OF AGREEMENT**

Each party will be responsible for reproducing its own copies of this Agreement once the parties have ratified it and agreed to the final document as to content and format.

## **Article 33**

### **PRESERVATION OF BENEFITS**

#### **Section 1. Partial Invalidity**

The parties recognize that the provisions of this Agreement cannot supercede law. Nothing in this Agreement is intended to amend, repeal, or conflict with state or federal laws. All terms shall be interpreted consistent with state and federal laws to the greatest extent possible. Should any part of this Agreement or any provisions contained herein be rendered invalid, unenforceable or unlawful by a decision of a court or other authority of competent jurisdiction or otherwise determined to be contrary to state or federal law or regulation, such portions shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the term of this Agreement. Under such circumstances, the Employer and the Union shall seek to develop a mutually satisfactory modification to replace the invalidated provision. This agreement supercedes any departmental, divisional or facility policy in conflict with a specific provision of this agreement.

Where the implementation of any provision in this Agreement requires additional expenditure authority or the authority to reallocate funds, the provision will take effect only upon appropriation or authorization to reallocate such funds.

#### **Section 2. Increase in Benefits**

In the event the Office of Administration recommends or grants across the board pay or benefit increases for state employees, such recommendation or grant shall include the employees covered by this Agreement.

Highway and Transportation Employees and Highway Patrol Retirement System, and Missouri Department of Transportation and Missouri State Highway Patrol Medical and Life Insurance Plan are not covered by the procedures and authority of the Missouri Consolidated Health Care Plans (MCHCP) or the Missouri State Employees Retirement Plan (MOSERS). Therefore, any increase in benefits in any of these benefit plans are contingent upon statutory, regulatory and contractual obligations.

#### **Section 3. Waiver**

The parties acknowledge that during the development of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter regarding conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **Section 4. Indemnification**

The parties agree that statutory obligations contained in Section 105.711-726 RSMo 2000, regarding State Legal Expense Fund coverage for state employees, shall not be diminished or expanded by the terms of this Agreement.

**Article 34**  
**TERM OF AGREEMENT**

Along with signatures of the parties, this Agreement shall become effective February 10, 2004, and shall expire June 30, 2006.

Any unit accreted into this unit during the term of this Agreement will have the opportunity to negotiate language into this Agreement specific to the accreted group that does not conflict with this Agreement. Such language will be considered part of this Agreement.

## APPENDIX A

### Bargaining Unit Classifications

This bargaining unit consists of employees in the below job classifications but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, and provisional, or who are otherwise excluded by law.

Classifications for the Departments of Agriculture, Economic Development, Health & Senior Services, Labor & Industrial Relations, Mental Health, Natural Resources, Public Safety (excluding Missouri State Highway Patrol), Revenue and the Office of Administration:

Air Depot Maintenance Specialist I	Groundskeeper I	Park Maintenance Worker I
Air Depot Maintenance Specialist II	Groundskeeper II	Park Maintenance Worker II
Aircraft Maintenance Specialist	Heavy Equipment Mechanic	Park Maintenance Worker III
Baker I	Heavy Equipment Operator	Plant Maintenance Engineer I
Baker II	HVAC Instrument Controls Tech	Plasterer
Boiler Operator	Laborer I	Plumber
Building Construction Worker I	Laborer II	Power Plant Mechanic
Building Construction Worker II	Laundry Worker I	Radio Tech
Carpenter	Laundry Worker II	Radiological Systems Maintenance Tech
Cook I	Locksmith	Refrigeration Mechanic I
Cook II	Machinist	Refrigeration Mechanic II
Custodial Worker I	Maintenance Worker I	Sewing Worker
Custodial Worker II	Maintenance Worker II	Sheet Metal Worker
Electrician	Marine Mechanic	Sign Maker I
Electronics Tech	Motor Vehicle Driver	Sign Maker II
Food Service Helper I	Motor Vehicle Mechanic	Stationary Engineer
Food Service Helper II	Painter	Telecommunication Tech I
		Tractor Trailer Driver

Classifications for the Missouri State Highway Patrol:

Automotive Service Asst. I	Electrician I
Automotive Service Asst. II	Electrician II
Automotive Technician I	Equipment Mechanic III
Automotive Technician II	Food Service Helper I
Automotive Technician III	Food Service Helper II
Building & Grounds Maintenance I	Housekeeper I
Building & Grounds Maintenance II	Housekeeper II
Carpenter II	Housekeeper III
Cook I	Painter
Cook II	Plant Maintenance Engineer I
Cook III	Plant Maintenance Engineer II
Duplicating Equipment Operator III	Scale Maintenance Tech
	Scale Maintenance Tech Apprentice

## **APPENDIX B**

### **Grievance Steps**

<b>Agency</b>	<b>Preliminary Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Agriculture*	—————→	Operations Manager	Division Director	Department Director
OA – Facilities Management	Immediate Supervisor	Facility Operating Manager	Division Director	Commissioner of Administration
OA – Accounting	Immediate Supervisor	Mgr of Central Accounting	Division Director	Commissioner of Administration
OA/PMM/Surplus Property	Immediate Supervisor	Surplus Property Manager	Division Director	Commissioner of Administration
OA/GS – Flight Ops	—————→	—————→	Division Director	Commissioner of Administration
OA/GS – Vehicle Management	—————→	Vehicle Management Mgr	Division Director	Commissioner of Administration
OA/GS – Central Printing	Immediate Supervisor	Manager of Central Printing	Division Director	Commissioner of Administration
Mental Health	Immediate Supervisor	Work Manager	Facility Head	Department Director
Natural Resources	Immediate Supervisor	Program Director	Division Director	Department Director
Labor & Ind. Relations*	—————→	Chief of Facilities and Maintenance	Director of Administration	Department Director
Economic Development	Immediate Supervisor	General Services Manager	Division Director	Department Director
Health & Senior Services	Immediate Supervisor	Bureau Chief/ Section Manager	Division Director	Department Director
Revenue	Immediate Supervisor	Administrator	Division Director	Department Director
MO Veterans Homes	Immediate Supervisor	Department Head	Facility Head	Division Director
MO Veterans Cemeteries	Immediate Supervisor	—————→	Cemetery Director	Division Director
MO State Highway Patrol	Immediate Supervisor	Troop Commander	Bureau Commander	Superintendent
MO State Water Patrol	Immediate Supervisor	District or Section Commander	Field Services Commander or Personnel Commander	Commissioner
Adjutant General	Immediate Supervisor	Program Supervisor	Adj. General State Employee Personnel Board	Division Director (Adjutant General)

\*Grievance for the Departments of Agriculture and Labor & Industrial Relations will begin at Step 1 which is also the immediate supervisor

## **APPENDIX C**

### **Credentials**

- Public drinking water treatment certification
- Water distribution certificate
- Wastewater treatment certificate
- Wildfire and prescribed burning training/certification
- Chemical Applicator's license
- Commercial drivers license (CDL)
- Asbestos licensure
- Backflow prevention certification
- Refrigeration license
- Scales and measures certification
- Heating/ventilation/air/ conditioning license (HVAC)
- Lead abatement license

## APPENDIX D

### Job Class Series

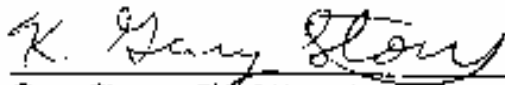
#### **UCP Classifications**

Index #	Class Title	Index #	Class Title
008515	Air Depot Maintenance Spec I	006001	Laborer I
008516	Air Depot Maintenance Spec II	006002	Laborer II
002051	Baker I	002023	Laundry Worker I
002052	Baker II	002024	Laundry Worker II
006040	Building Construction Worker I	006011	Maintenance Worker I
006041	Building Construction Worker II	006012	Maintenance Worker II
002061	Cook I	006048	Park Maintenance Worker I
002062	Cook II	006049	Park Maintenance Worker II
		006050	Park Maintenance Worker III
002001	Custodial Worker I		
002002	Custodial Worker II	006035	Refrigeration Mechanic I
		006036	Refrigeration Mechanic II
002073	Food Service Helper I	006394	Sign Maker I
002074	Food Service Helper II	006395	Sign Maker II
006006	Groundskeeper I		
006007	Groundskeeper II		

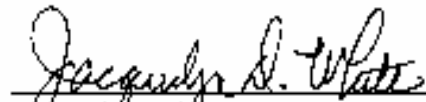
#### **Highway Patrol Classifications**

Index #	Class Title	Index #	Class Title
V00628	Automotive Service Asst. I	V00061	Housekeeper I
V00629	Automotive Service Asst. II	V00062	Housekeeper II
		V00063	Housekeeper III
V00611	Automotive Technician I		
V00612	Automotive Technician II	V00441	Plant Maintenance Engineer I
V00613	Automotive Technician III	V00442	Plant Maintenance Engineer II
V00421	Building & Grounds Maintenance I	V00701	Scale Maintenance Tech
V00422	Building & Grounds Maintenance II	V00705	Scale Maintenance Tech Apprentice
V00301	Cook I		
V00302	Cook II		
V00303	Cook III		
V00321	Food Service Helper I		
V00322	Food Service Helper II		

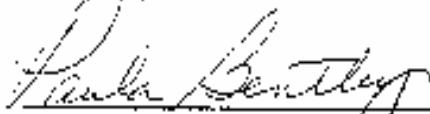
By affixing their signatures below, the Union (American Federation of State, County, and Municipal Employees, Council 72) and the Employer, State of Missouri, agree that this shall be the only Agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall be in full force and effect from February 10, 2004, through and including, June 30, 2006.



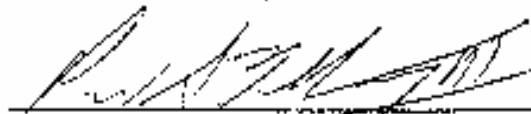
Gary Storrs, Chief Negotiator  
AFSCME, Council 72



Jacquelyn White, Commissioner  
Office of Administration



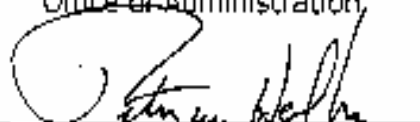
Paula Bentley, Acting Executive Director  
AFSCME, Council 72



Paul Buckley, Chief Negotiator  
Office of Administration



Steven Amick  
Office of Administration



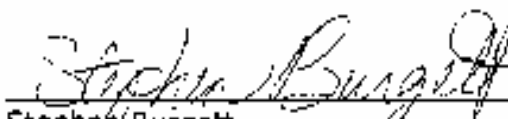
Peter Hofherr, Director  
Department of Agriculture




Laura Brightmore  
Department of Public Safety



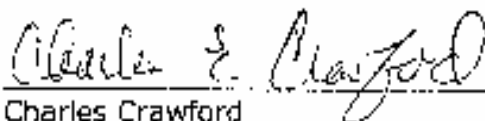
Kelvin Simmons, Director  
Department of Economic Development



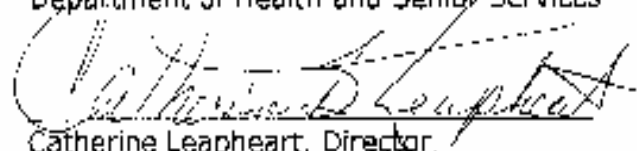
Stephen Burgett  
Department of Mental Health



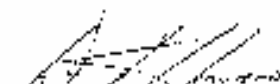
Richard Dunn, Director  
Department of Health and Senior Services



Charles Crawford  
Department of Mental Health



Catherine Leapheart, Director  
Department of Labor and Industrial Relations



Darryl Howard  
Department of Mental Health

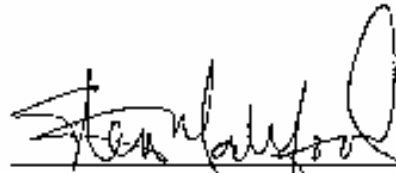


John Schuffman, Director  
Department of Mental Health

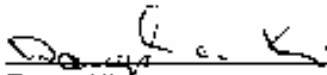




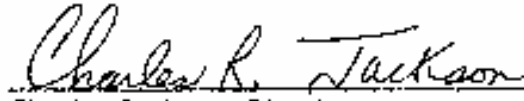
Kevin Johnson  
Department of Mental Health



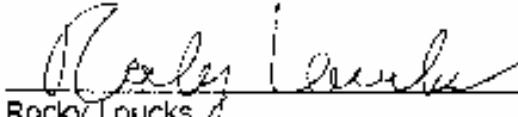
Steve Mahfood, Director  
Department of Natural Resources



Doug King  
Department of Public Safety



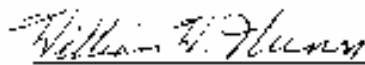
Charles Jackson, Director  
Department of Public Safety



Rocky Loucks  
Department of Mental Health



Carol Fischer, Director  
Department of Revenue



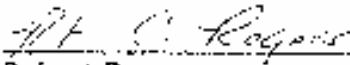
William Nunn  
Department of Natural Resources



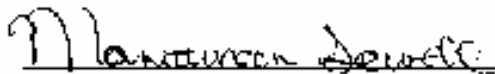
Lloyd Petzel  
Department of Natural Resources



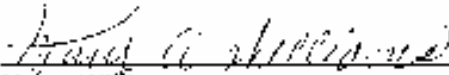
Vicki Roberts  
Department of Public Safety



Robert Rogers  
Department of Public Safety



Marvounen Sowell  
Department of Mental Health



Mary Williams  
Department of Mental Health